

**ACUERDOS BILATERALES/BILATERAL AGREEMENT/ACORDOS
BILATERAIS/ACCORDS BILATERAUX**

Clasificación:
Classification: 61-2019

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Classificação:

Fecha de Ingreso:
Entry Date: September 13, 2019
Date D'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the Agreement: Cooperation Agreement in support of the Inter-
American Defense College

Nom de L'accord:
Nome do Acordo:

Materia:
Subject: Establish the terms and conditions for cooperation
between the parties in their shared and coordinated
effort to strengthen education and human
development in the Americas.

Sujet:
Materia:

Partes:
Parties Involved: GS/Inter-American Defense Board
Parties:
Partes:

Referencia:
Reference: Inter-American Defense Board
Référence:
Referência:

Fecha de Firma:
Signature Date: May 31, 2019
Date de la Signature:
Data de Assinatura:

Fecha de Inicio:
Start Date:
Date du Commencement:
Data de Início:

Fecha de Terminación:
End Date:
Date de Résiliation :
Data de Rescisão:

Lugar de Firma:
Place of Signature:
Lieu de la Signature:
Lugar de Assinatura:

Unidad Encargada:
Unit in Charge: Department of human development, education and
employment

Unité Responsable:
Unidade Encarregada:

Persona Encargada:
Person in Charge:
Personne Responsable:
Pessoa Encarregada:

Cierre del Proceso:
Closure of Proceedings:
Clôture des Procédures:
Fechamento do Processo:

Notas Adicionales/Additional Notes/Notes Supplémentaires/Notas Adicionais:

COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT, EDUCATION AND EMPLOYMENT
AND
THE INTER-AMERICAN DEFENSE BOARD,
IN SUPPORT OF THE INTER-AMERICAN DEFENSE COLLEGE

The Parties to this Cooperation Agreement ("Agreement"), the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization, with headquarters at 1889 F Street, NW, Washington, DC, 20006, United States, through its Department of Human Development, Education and Employment ("DHDEE"), represented by Kim Osborne, Executive Secretary for Integral Development of the Organization of American States and the Inter-American Defense Board ("IADB"), a public international organization, in support of its educational organ, the Inter-American Defense College ("IADC"), located at 2600 16th Street Northwest, Washington, DC, 20441, represented by Brigadier General S.M. Lacroix, Director General of the IADB, who is authorized to sign this Agreement on its behalf,

Considering

That education, widely accessible and available to all, is key to strengthening democratic institutions, promoting the development of human potential, equality, and mutual understanding among peoples, having also a positive impact on economic growth and on the eradication of poverty;

That the Heads of State and Governments of the Americas gathered at the Second Summit of the Americas and decided, through the Declaration of Santiago (April 18-19, 1998), to promote development in the region by expanding and strengthening educational opportunities;

That DHDEE is the department within the Executive Secretariat for Integral Development of the GS/OAS responsible for the promotion, coordination, administration, and facilitation of the planning and execution of Human Development Programs and activities under the Strategic Plan for Partnership for Integral Development of the Inter-American Council for Integral Development;

That the Organization of American States ("OAS") has established the OAS Scholarship and Training Programs (hereinafter the "Scholarship Program") to provide educational opportunities in the Americas, through awarding scholarships each year for research, undergraduate, and graduate studies, both attendance-based and distance learning, and that the Scholarship Program's coverage and impact are strengthened and augmented through alliances established through the conclusion of agreements with

internationally recognized universities that share costs, offer joint scholarships, and reduce tuition costs;

That as the educational organ of the IADB, the IADC provides access, free of tuition, to quality advanced education for military, police and civilian officials of OAS Member States, and that the IADB wishes to collaborate with the GS/OAS in its Scholarship and Training Programs;

That the IADC is an internationally recognized academic institution offering an accredited Master of Science and a Diploma program in Inter-American Defense and Security; and

That GS/OAS is the central and permanent organ of the Organization of American States ("OAS") and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the OAS Charter and General Assembly Resolution AG/RES. 57 (I-O/71),

Have Agreed to enter this Agreement, as set forth below:

ARTICLE I. PURPOSE

- 1.1 The purpose of this Agreement is to establish the terms and conditions for cooperation between the Parties in their shared and coordinated effort to strengthen education and human development in the Americas.

ARTICLE II. SPECIAL COOPERATION RELATIONS

- 2.1 The Parties shall develop special cooperative relations in areas of common interest through the conclusion of supplementary agreements, memoranda of understanding, or exchange of letters to implement joint activities under the Scholarship Program, in accordance with Article 3.1 of this Agreement.
- 2.2 Any supplementary agreements, memoranda of understanding, or exchange of letters entered into pursuant to Article 3.1 below shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

ARTICLE III. IDENTIFICATION AND IMPLEMENTATION OF PROGRAMS, PROJECTS, AND/OR JOINT ACTIVITIES

- 3.1 The Parties shall conclude a supplementary agreement, memorandum of understanding, or exchange letters containing the applicable conditions for each joint program, project, and/or activity. Each such supplementary agreement, memorandum of understanding, or exchange of letters shall be signed by the duly authorized representatives of the Parties and shall specify in detail, the following:
 - a. The agreed-upon program, project and/or activity;

- b. The objectives sought;
- c. The dependencies of each of the Parties that will execute the program, project and/or activity;
- d. The work plan: stages, planning and chronology of development;
- e. The budget and human and material resources required by the program, project, and/or activity, specifying the financial responsibilities and contributions of each Party, the schedule of such contributions and, as required, the ownership of any property or material resources that are acquired;
- f. A provision relating to the coordination, notification, and follow-up of the program, project, and/or activity; and
- g. A provision acknowledging this Agreement as the programmatic and juridical framework for the program, project, or activity.

3.2 The rights and responsibilities of the Parties in publications arising from a specific joint project or activity shall be established as agreed by the Parties in the corresponding supplementary agreement, memorandum of understanding, or exchange of letters signed by their duly authorized representatives.

ARTICLE IV. FINANCIAL PROVISIONS

4.1 Without prejudice to what the Parties may provide in the supplementary agreements, memoranda of understanding, or exchange of letters entered into pursuant to this Agreement for the joint implementation of programs, projects, and/or activities, this Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

ARTICLE V. COORDINATION AND NOTICE

5.1 Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the DHDEE, and the Coordinators are Kim Osbourne, Executive Secretary for Integral Development, and Jesus Schucry Giacoman Zapata, Director of the Department of Human Development, Education and Employment. Notifications and communications shall be forwarded to the Coordinators at the following address, telephone number and e-mail address:

General Secretariat of the Organization of American States
Department of Human Development, Education and Employment
1889 F Street, N.W.
Office 786
Washington, D.C. 20006

United States of America
Tel.: (1-202) 370-9014
E-mail: kosborne@oas.org; and jgiacomano@oas.org

- 5.2 Within the IADB, the Coordinators under this Agreement are BG S.M. Lacroix, Director General, and Col Darren Lynn, Director Sub-Secretariat Advisory Services. Notifications and communications shall be forwarded to the Coordinators at the following address, telephone number, and e-mail address:

Inter-American Defense Board
Office of the Director General
2600 16th Street Northwest
Washington, DC 20441
Tel.: (1-202) 939-7561, VOIP 1-800-314-4374
E-mail: lynn.darren@jid.org and daniel.theriault@jid.org

- 5.3 All communications and notifications arising from this Agreement shall be valid only if forwarded by post or e-mail, and addressed to the appropriate Coordinators at the address indicated for the Coordinators, above. When communications and notifications are forwarded by e-mail, they shall only be valid if sent directly from the e-mail address of the Coordinator of one of the Parties to the e-mail address of the Coordinator of the other Party.
- 5.4 Either Party may change the area of responsibility, designated Coordinator, address, telephone number, and/or e-mail address indicated herein, by notifying the other Party in writing.

ARTICLE VI. DISPUTE RESOLUTION

- 6.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or any supplementary agreement, memoranda of understanding, or exchange of letters pursuant to Article 3.1, above, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached, then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law (“UNCITRAL”). The place of arbitration shall be Washington, D.C., U.S.A. The language of the proceedings shall be English, unless the Parties agree otherwise. The three arbitrators or, as the case may be, the one arbitrator, shall decide the dispute as amiable compositeur or ex aequo et bono. The arbitrator’s decision shall be final, binding, and not subject to appeal.
- 6.2 The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, U.S.A.

ARTICLE VII. PRIVILEGES AND IMMUNITIES

- 7.1 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel, and their assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

ARTICLE VIII. GENERAL PROVISIONS

- 8.1 The Parties shall maintain the highest standards of ethics and administrative transparency in all actions and activities carried out in connection with this Agreement. In addition, the GS/OAS, to the extent applicable, and without prejudice to its privileges and immunities, as stated in Article 7.1 above, and the IADB shall comply with the provisions of the Inter-American Convention against Corruption and the applicable provisions of the country in which the programs, projects, and/or activities are implemented. Failure to comply with the instant provision shall constitute sufficient grounds for termination of this Agreement, in accordance with the provisions of Article 8.4 below.
- 8.2 This Agreement may only be amended by written agreement between the duly authorized representatives of the Parties. The instruments of amendment shall be signed and dated by the Parties and annexed hereto.
- 8.3 This Agreement shall enter into force as of the date of signature by the authorized representatives of the Parties and shall remain in force in accordance with the provisions of Article 8.4.
- 8.4 This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty (30) days' notice. Notwithstanding the termination of this Agreement, any supplementary agreements, memoranda of understanding, or exchange of letters concluded pursuant to Article 3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.
- 8.5 This Agreement supersedes and replaces all other previous agreements between the Parties relating to the subject matter of this Agreement, rendering these previous agreements null and void.
- 8.6 Articles VI and VII shall survive the expiry or termination of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on the date set forth below.


**FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF
AMERICAN STATES**



Kim Osborne
Executive Secretary for Integral
Development

Date: 2019-05-31

**FOR THE INTER-AMERICAN
DEFENSE BOARD**



S. M. Lacroix
Brigadier General, CD
Director General

Date: 2019/05/31